

REMARKS

This responds to the Office Action dated November 12, 2010.

Claims 1, 42, 43 are amended. Support for this amendment can be found in at least, for example, paragraph [0063]-[0064] of the originally filed application; as a result, claims 1, 4-7, 9-21, 42 and 43 are now pending in this application.

The Rejection of Claims Under § 102

Claims 1, 4-5, 7, 9-21, 42 and 43 are rejected under 35 U.S.C. § 102(e) as being anticipated by Cales (U.S. Publication No. 2003/0135421). Applicant respectfully traverses the rejections.

Cales describes a “third party buyer protection service (BPS) to monitor and direct a business transaction between a buyer and a seller.” Cales, Paragraph [0011]. In particular, “the process begins 401 with an agreement 402 between the buyer and seller to utilize the BPS followed by an exchange 403 of their respective E-mail and correspondence address. With an Internet connection as shown in FIG. 1B, the buyer e-mails the BPS to set up an account followed by the transaction information 404.” Cales, Paragraph [0031]. As such, the offer to use the BPS has been presented to both buyer and seller since both buyer and seller agree to use the BPS.

In contrast, claim 1 recites in part “contacting the seller to provide the seller an option to **initiate an offer** of the money-back guarantee to the buyer.” Instead in Cales, both buyer and seller are presented with the offer to use the BPS since both buyer and seller agree to use the BPS. Furthermore, Cales suggests that the buyer initiates the offer to use the BPS since it provides the buyer with “a buyer protection service that will overcome the shortcomings of the prior art devices.” Cales, Paragraph [0013]. “Another object of the present invention is where both the buyer and seller agree to utilize the inventive third party buyer protection service.” Cales, Paragraph [0014]. The BPS in Cales is buyer-driven. Thus, the BPS does not contact “the seller to provide the seller an option to **initiate an offer** of the money-back guarantee to the buyer” as recited in part in claim 1 and similarly in claims 42 and 43.

Thus, Applicant respectfully requests that the rejection under 35 U.S.C. § 102(e) with regard to independent claims 1, 42, and 43 be withdrawn. Further, since claims 4, 5, 7, and 9-21 depend, either directly or indirectly from claim 1, they too are allowable for at least the same reasons as the independent claims from which they depend.

The Rejection of Claims Under § 103

Claim 6 is rejected under 35 U.S.C. § 103(a) as being unpatentable over Cales (U.S. Publication No. 2003/0135421) in view of Junger (U.S. Publication No. 2004/0172260).

However, claim 6 depends from independent claim 1 and includes all limitations therein. Consequently, claim 6 is allowable for at least the same reasons as given with reference to claim 1, above. As discussed above, Cales does not disclose at least Applicant's claimed element of "contacting the seller to provide the seller an option to **initiate an offer** of the money-back guarantee to the buyer." Applicant submits that Junger too fails to teach or suggest this limitation.

Thus, Applicant respectfully requests that the rejection under 35 U.S.C. § 103 with regard to dependent claim 6 be withdrawn.

CONCLUSION

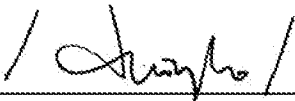
Applicant respectfully submits that the claims are in condition for allowance, and notification to that effect is earnestly requested. The Examiner is invited to telephone Applicant's representative at (949) 354-0200 to facilitate prosecution of this application.

If necessary, please charge any additional fees or deficiencies, or credit any overpayments to Deposit Account No. 19-0743.

Respectfully submitted,

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